

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

N.E.C.A. LOCAL UNION NO. 313 I.B.E.W.	:	
HEALTH AND WELFARE FUND,	:	
N.E.C.A. LOCAL UNION NO. 313 I.B.E.W.	:	
PENSION FUND,	:	
N.E.C.A. LOCAL UNION NO. 313 I.B.E.W.	:	C. A. NO.: 22-1090 (MN)
DEFERRED INCOME PLAN, and	:	
I.B.E.W. LOCAL 313/N.E.C.A. LABOR	:	
MANAGEMENT COOPERATION COMMITTEE	:	
c/o Zenith American Solutions	:	
501 Carr Road, Suite 220	:	
Wilmington, DE 19809	:	
	:	
INTERNATIONAL BROTHERHOOD OF	:	
ELECTRICAL WORKERS LOCAL UNION NO. 313	:	
814 West Basin Road	:	
New Castle, DE 19720	:	
	:	
I.B.E.W. JOINT APPRENTICESHIP & TRAINING	:	
CENTER FUND N.E.C.A. LOCAL UNION 313,	:	
814 West Basin Road	:	
New Castle, DE 19720	:	
	:	
	:	
	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
H & H SERVICES ELECTRICAL	:	
CONTRACTORS, INC.	:	
104 Somers Avenue	:	
New Castle, Delaware 19702	:	
	:	
	:	
Defendant	:	

**JUDGMENT BY DEFAULT PURSUANT TO FED. R. CIV. P. 55(b)**

Upon consideration of the Complaint and Motion by the Plaintiffs, N.E.C.A. Local Union No. 313 I.B.E.W. Health and Welfare Fund, N.E.C.A. Local Union No. 313 I.B.E.W. Pension Fund and N.E.C.A. Local Union No. 313 I.B.E.W. Deferred Income Plan, and I.B.E.W. Joint Apprenticeship & Training Center Fund N.E.C.A. Local Union 313 (“Welfare Fund”, “Pension Fund”, “DIP Fund”, and “Apprenticeship Fund”, together, “Funds”); I.B.E.W. Local

313/N.E.C.A. Labor Management Cooperation Committee (“LMCC”); and the International Brotherhood of Electrical Workers Local Union No. 313 (“Union”) (together with Union, LMCC and Funds, “Plaintiffs”), to enter default judgment pursuant to Fed. R. Civ. Pro. 55(b)(2) in favor of Plaintiffs and against Defendant, H & H Services Electrical Contractors, Inc. (“Defendant” or “Company”), and Defendant having inexcusably, knowingly and willfully failed to appear, plead or otherwise defend, and the default of the Defendant having been entered, it is **ORDERED**:

1. Judgment by default in the total amount of \$235,330.95 is entered in favor of the Plaintiffs, consisting of amounts described in paragraphs 2 through 5 below.

2. The principal contribution amounts and other amounts due to Plaintiffs under the collective bargaining agreement and 29 U.S.C. § 185 are as follows:

		<b>Interest</b>
<b>ERISA Funds</b>	\$145,269.64	\$28,757.24
<b>LMCC Fund</b>	\$508.20	\$120.70
<b>Apprenticeship Fund</b>	\$1,004.94	
<b>Union Dues</b>	\$2,590.84	
<b>Delinquency Subtotal</b>	<b>\$149,373.62</b>	
<b>Interest Total</b>	\$28,877.94	
<b>Liquidated Damages</b>	\$38,764.17	
<b>Attorneys’ Fees</b>	\$18,315.22	
<b>Total Due</b>	<b>\$235,330.95</b>	

3. The judgment amount is the sum of the following amounts:

(a) Unpaid contributions under the collective bargaining agreement for the period November 2018 through July 2019, as set forth in paragraph 2.

(b) Interest through August 10, 2022, calculated at the contract rates from the date the contributions became due.

(c) Liquidated damages as provided by the collective bargaining agreements and incorporated plan rules.

(d) Legal fees and costs incurred in connection with the prosecution of this matter from January 1, 2022 through October 14, 2022, in accordance with the collective bargaining agreement.

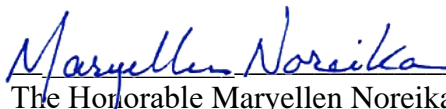
(e) Post-judgment interest will accrue at the rate of 4.76%, as prescribed by 26 U.S.C. § 1961.

4. Plaintiffs are awarded reimbursement of all additional reasonable attorneys' fees and costs they incur in the collection and enforcement of this Order and Judgment in accordance with 29 U.S.C. § 1132(g)(2)(D). The amount of fees and costs that are in addition to those set out in paragraph 3(d) above may be determined by any court with jurisdiction of collection proceedings without reference back to this Court.

5. This Judgment by Default is enforceable by the Plaintiffs individually, singly or jointly, or by their agent. Any Plaintiff may collect the full amount of attorney fees and costs, except that there shall be no duplication of recovery and the collecting plaintiff shall instead be obligated to reimburse the other Plaintiffs without duplicate charges to Defendant.

BY THE COURT:

Date: June 22, 2023

  
The Honorable Maryellen Noreika  
United States District Judge

Copies of this Default Judgment shall be sent to:

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